

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
BURNS & MCDONNELL ENGINEERING COMPANY, INC.

THIS AGREEMENT made as of ____ day of _____, 20__, by and between the City of Columbia, Missouri (hereinafter called "CITY"), and **BURNS & MCDONNELL ENGINEERING COMPANY, INC.** (hereinafter called "ENGINEER").

WITNESSETH, that whereas CITY intends to make improvements as described below, hereinafter called the PROJECT, consisting of the following:

**Engineer will provide Bioreactor Landfill Cell 6
Construction Contract Services and Leachate Treatment
Study and Design.**

(Description of Project)

NOW, THEREFORE, in consideration of the mutual covenants set out herein the parties agree as follows:

ENGINEER shall serve as CITY's professional engineering contractor in those assignments to which this Agreement applies, and shall give consultation and advice to CITY during the performance of the services. All services shall be performed under the direction of a professional engineer registered in the State of Missouri and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 ENGINEER shall not undertake to begin any of the services contemplated by this agreement until directed in writing to do so by CITY. CITY may elect to authorize the PROJECT as a whole or in parts.

1.2 Authorized work may include services described hereafter as Basic Services or as Additional Services of ENGINEER.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 General

2.1.1 Perform professional engineering services as set forth in Attachment A - "Scope of Basic Services," dated **April 28, 2016** (hereinafter referred to as "Scope of Basic Services").

2.1.2 ENGINEER will designate the following listed individuals as its project team with responsibilities as assigned. ENGINEER shall dedicate whatever additional resources are necessary to accomplish the PROJECT within the specified time frame but will not remove these individuals from the assigned tasks for any reason within the control of ENGINEER without the written approval of CITY.

<u>Name and Title</u>	<u>Assignment</u>
Christopher J. Snider, PE, PG Department Manager	Project Manager

All of the services required hereunder will be performed by ENGINEER or under its supervision and all personnel engaged in the work shall be fully qualified and authorized or permitted under state and local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of CITY and any work or services so subcontracted shall be subject to the provisions of this Agreement.

2.2 ENGINEER shall furnish such periodic reports as CITY may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred, and any other matters covered by this Agreement.

2.3 ENGINEER shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and any other records as deemed necessary by CITY to assure proper accounting for all project funds. These records must be available to CITY or its authorized representatives, for audit purposes, and must be retained for three (3) years after expiration or completion of this Agreement.

SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

3.1 General

If authorized in writing by CITY, and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. The scope of Additional Services may include:

3.1.1 Financial Consultation

Consult with CITY's fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.

3.1.2 Property Procurement Assistance

Provide consultation and assistance on property procurement as related to professional engineering services being performed.

- 3.1.3 Obtaining Services of Others
Provide through subcontract the services or data set forth in Scope of Basic Services.
- 3.1.4 Preliminary or final engineering design of capital facilities except as specifically identified herein.
- 3.1.5 Preparation of reports, data, application, etc., in connection with modifications to FEMA floodplain definition and/or mapping.
- 3.1.6 Extra Services
Services not specifically defined heretofore that may be authorized in writing by CITY.

SECTION 4 - RESPONSIBILITIES OF CITY

- 4.1 Provide full information as to CITY's requirements for the PROJECT.
- 4.2 Assist ENGINEER by placing at ENGINEER's disposal available information pertinent to the assignment including previous reports and other data relative thereto, including the items outlined in Scope of Basic Services.
- 4.3 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform ENGINEER's services under this Agreement.
- 4.4 Examine all studies, reports, sketches, estimates, Bid Documents, Drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 4.5 Provide such professional legal, accounting, financial and insurance counseling services as may be required for the PROJECT.
- 4.6 Designate **David A. Sorrell, Assistant Director Utilities Department**, as CITY's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems to be used in the PROJECT, and other matters pertinent to the services covered by this Agreement.
- 4.7 Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any defect in the PROJECT.
- 4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.

4.9 Furnish ENGINEER data such as probings and subsurface explorations, with appropriate professional interpretations; property, boundary, easement, right-of-way, topographic and utility surveys; zoning and deed restriction; and other special data or consultations, all of which ENGINEER may rely upon in performing his services under this Agreement.

SECTION 5 - PERIOD OF SERVICE

5.1 This Agreement will become effective upon the first written notice by CITY authorizing services hereunder.

5.2 This Agreement shall be applicable to all work assignments authorized by CITY subsequent to the date of its execution and shall be effective as to all assignments authorized.

5.3 Services shall be started within 10 calendar days of Notice to Proceed and completed within **120** calendar days from the issuance of the Notice to Proceed. CITY shall have the right to establish performance times for individual phases or elements of the PROJECT by delivering a written schedule setting out the performance times to the ENGINEER.

SECTION 6 - PAYMENTS TO ENGINEER

6.1 Amount of Payment

6.1.1 For services performed, CITY shall pay ENGINEER the sum of amounts determined as follows:

6.1.1.1 For time spent by personnel, payment at the hourly rates indicated in the "Schedule of Hourly Labor Billing Rates" (attached). Such rates include overhead and profit. The schedule is effective to **December 31, 2016**, and may be revised thereafter.

6.1.1.2 For outside expenses incurred by ENGINEER, such as authorized travel and subsistence, commercial services, and incidental expenses, the cost to ENGINEER.

6.1.1.3 For reproduction, printing, long-distance telephone calls, company vehicle usage, testing apparatus, computer services and computer-assisted drafting (CAD), amounts will be charged according to the ENGINEER's standard rates in effect at the time service is provided.

6.1.1.4 For professional services rendered by others as subcontractor(s) to ENGINEER such as surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, progress photos, or other activities required or requested by CITY, will be billed at the cost to ENGINEER.

6.1.1.5 For time spent by outside individual professional consultants employed by ENGINEER in providing services to CITY, the cost to ENGINEER. Expenses incurred by such outside consultants in service to CITY shall be reimbursable in accordance with 6.1.1.2 above.

6.1.2 Total payment for Scope of Basic Services and all other expenses and costs to CITY under this Agreement and described herein **shall not exceed \$426,655.**

6.2 Payments

6.2.1 ENGINEER shall submit an invoice for services rendered to CITY not more than once every month. Upon receipt of the invoice and progress report, CITY will, as soon as practical, pay ENGINEER for the services rendered, provided CITY does not contest the invoice, to the extent of ninety-five percent (95%) of the uncontested amount earned. Upon completion and acceptance of the final plans by CITY, the five percent (5%) of these services retained by CITY will be paid to ENGINEER.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 ENGINEER'S INSURANCE: ENGINEER agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as CITY's review or acceptance of insurance maintained by ENGINEER is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by ENGINEER under this contract

Commercial General Liability ENGINEER agrees to maintain Commercial General Liability at a limit of liability not less than **\$2,000,000** combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. Coverage shall not contain any endorsement(s) excluding nor limiting Contractual Liability or Cross Liability. If the contract involves any underground/digging operations, the general liability certificate shall include X, C and U (Explosion, Collapse and Underground) coverage.

Professional Liability ENGINEER agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$2,000,000** per claim and **\$2,000,000** aggregate. For policies written on a "Claims-Made" basis, ENGINEER agrees to maintain a Retroactive Date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, ENGINEER agrees to purchase a SERP with a minimum reporting period not less than two **(2)** years. The requirement to purchase a SERP shall not relieve ENGINEER of the obligation to provide replacement coverage.

Business Automobile Liability ENGINEER agrees to maintain Business Automobile Liability at a limit of liability not less than **\$2,000,000** combined single limit for any one occurrence and not less than \$150,000 per individual, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the ENGINEER's own automobiles, and trucks; hired automobiles, and trucks; and automobiles both on and off the site of work. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event ENGINEER does not own automobiles, ENGINEER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation Insurance & Employers' Liability ENGINEER agrees to take out and maintain during the life of this contract, Employers' Liability and Workers' Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the ENGINEER shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the ENGINEER. Workers' Compensation coverages shall meet Missouri statutory limits. Employers' Liability minimum limits shall be \$500,000 each employee, \$500,000 each accident and \$500,000 policy limit. In case any class of employees engaged in hazardous work under this contract is not protected under the Workers' Compensation Statute, the ENGINEER shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Excess/Umbrella Liability The above liability limits may be satisfied by any combination of primary and excess/umbrella liability policies.

Additional Insured ENGINEER agrees to endorse CITY as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured shall read "City of Columbia."

Waiver of Subrogation ENGINEER agrees by entering into this contract to a Waiver of Subrogation for each required policy herein except professional liability. When required by the insurer, or should a policy condition not permit ENGINEER to enter into a pre-loss agreement to waive subrogation without an endorsement, then ENGINEER agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should ENGINEER enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance ENGINEER agrees to provide CITY with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate(s) of Insurance shall name the City as additional insured in an

amount as required in this contract and contain a description of the project or work to be performed.

Right to Revise or Reject CITY reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, CITY reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operating legally.

7.1.2 HOLD HARMLESS AGREEMENT: To the fullest extent not prohibited by law, ENGINEER shall indemnify and hold harmless the City of Columbia, its directors, officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any negligent act or failure to act, or willful misconduct, of ENGINEER, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with ENGINEER or a subcontractor for part of the services), of anyone directly or indirectly employed by ENGINEER or by any subcontractor, or of anyone for whose acts ENGINEER or its subcontractor may be liable, in connection with providing these services except as provided in this Agreement. This provision does not, however, require ENGINEER to indemnify, hold harmless or defend the City of Columbia from its own negligence, except as set out herein.

7.2 Professional Responsibility

7.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional engineering practices. If ENGINEER fails to meet the foregoing standard, ENGINEER will perform at its own cost, and without reimbursement from CITY, the professional engineering services necessary to correct errors and omissions which are caused by ENGINEER's failure to comply with above standard, and which are reported to ENGINEER within one year from the completion of ENGINEER's services for the PROJECT.

7.2.2 In addition, ENGINEER will be responsible to CITY for damages caused by its negligent conduct during its activities at the PROJECT site or in the field.

7.2.3 Professional Oversight Indemnification

ENGINEER understands and agrees that CITY has contracted with ENGINEER based upon ENGINEER's representations that ENGINEER is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, ENGINEER agrees to defend, indemnify and hold and save harmless CITY from any and all claims, settlements and judgments whatsoever arising out of CITY's alleged negligence in hiring or failing to properly supervise ENGINEER. ENGINEER agrees to provide CITY with Certificate(s) of

Insurance evidencing that all coverages, limits and endorsements are maintained and in full force and effect.

7.3 Estimates and Projections

Estimates and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, competitive bidding or market conditions and other factors affecting such estimates or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, etc., will not vary from estimates and projections prepared by ENGINEER.

7.4 On-Site Services

PROJECT site visits by ENGINEER during construction shall not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures; for construction safety precautions or programs; or for any construction contractor(s) failure to perform its work in accordance with the plans and specifications.

7.5 Changes

CITY shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation and/or schedule, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of CITY and the President or any Vice President of ENGINEER.

7.6 Suspension of Services

Should CITY fail to fulfill its responsibilities as provided under Section 4 to the extent that ENGINEER is unduly hindered in ENGINEER's services or if CITY fails to make any payment to ENGINEER on account of its services and expenses within ninety (90) days after receipt of ENGINEER's bill therefor, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend services under this Agreement until CITY has satisfied his obligations under this Agreement.

7.7 Termination

Services may be terminated by the CITY at any time and for any reason, and by ENGINEER in the event of substantial failure to perform in accordance with the terms hereof by CITY through no fault of ENGINEER, by ten (10) days' notice. If so terminated, CITY shall pay ENGINEER all uncontested amounts due ENGINEER for all services properly rendered and expenses incurred to the date of receipt of notice of termination.

7.7.1 In the event of CITY's termination of this Agreement pursuant to the above section, all finished or unfinished documents, data, studies, surveys, drawings, maps,

models, photographs and reports prepared under this Agreement, shall at the option of CITY become its property.

Further, ENGINEER shall not be relieved of any liability to CITY for any damages sustained by CITY by virtue of any breach of this Agreement by ENGINEER and CITY may withhold any payments due ENGINEER for the purpose of set-off until such time as the exact amount of damages to CITY, if any, is determined.

7.8 Publications

Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the PROJECT. Such publications will be provided to CITY in draft form for CITY's advance review. CITY will review such drafts promptly and will provide comments to ENGINEER. CITY may require deletion of proprietary data or confidential information from such publications but otherwise will not unreasonably withhold its approval. The cost of ENGINEER's activities pertaining to any such publication shall be paid entirely by ENGINEER.

7.9 Nondiscrimination

During the performance of this Agreement, ENGINEER agrees to the following:

7.9.1. ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation or gender identity. ENGINEER shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation or gender identity. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. ENGINEER agrees to post notices in conspicuous places, available to employees and applicants for employment.

7.9.2 ENGINEER shall, in all solicitation or advertisements for employees placed by or on behalf of ENGINEER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation or gender identity.

7.9.3 ENGINEER shall comply with all provisions of State and Federal Laws governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964.

7.10 Successor and Assigns

CITY and ENGINEER each binds himself and his successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY nor ENGINEER shall assign, sublet or transfer his interest in the Agreement without the written consent of the other.

7.11 Rights and Benefits

ENGINEER's services will be performed solely for the benefit of the CITY and not for the benefit of any other persons or entities.

7.12 Compliance with Local Laws

ENGINEER shall comply with all applicable laws, ordinances and codes of the state and city.

7.13 Law; Submission to Jurisdiction Governing

This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be Boone County, Missouri or the United States Western District of Missouri. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens

7.14 Employment of Unauthorized Aliens Prohibited

7.14.1 ENGINEER agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

7.14.2 As a condition for the award of this Agreement, ENGINEER shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. ENGINEER shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7.14.3 ENGINEER shall require each subcontractor to affirmatively state in its contract with ENGINEER that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. ENGINEER shall also require each subcontractor to provide ENGINEER with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

7.15 No Waiver of Immunities

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's

applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

In the event of a conflict between the terms and conditions of this Agreement and any attachment hereto, the terms contained in this Agreement shall prevail and the terms contained in any attachment shall subsequently prevail in the order attached hereto.

7.16 Entire Agreement

This Agreement represents the entire and integrated Agreement between ENGINEER and CITY relative to the Scope of Basic Services herein. All previous or contemporaneous agreements, representations, promises and conditions relating to ENGINEER's services described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. **557-6588-881.40-23,C48059 and 557-6588-881.40-23,C48051**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Director of Finance

**BURNS & MCDONNELL ENGINEERING
COMPANY INC.**

By:  _____

Date: May 13, 2016

ATTEST:

By: _____

Name: _____

NOTICE TO VENDORS
Section 285.525 – 285.550 RSMo Effective January 1, 2009

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:
http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

Company ID Number: 34471

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and Burns and McDonnell Engineering Co, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 34471

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Burns and McDonnell Engineering Co, Inc.

Kathy Newman

HR Analyst

Name (Please type or print)

Title

Kathy Newman

Signature

10/06/2006

Date

Department of Homeland Security - Verification Division

Company ID Number: 34471

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

10/02/2006

Signature

Date

ATTACHMENT A
SCOPE OF BASIC SERVICES
CELL 6 CONSTRUCTION CONTRACT DOCUMENTS and
LEACHATE TREATMENT STUDY AND DESIGN
APRIL 28, 2016

1.0 Project Kick-off Meeting

- 1.1 The ENGINEER will conduct a project kick-off meeting to include the following agenda items:
 - 1.1.1 Review project goals and objectives
 - 1.1.2 Identify key project issues/CITY concerns
 - 1.1.3 Review project schedule/budget
 - 1.1.4 Discuss project team and roles (including sub-consultants)
 - 1.1.5 Outline communication protocol
 - 1.1.6 Prior to the meeting, ENGINEER will prepare a draft project schedule and submit draft schedule to CITY. ENGINEER will incorporate CITY'S comments on draft schedule and prepare a final baseline project schedule.

2.0 Bioreactor Cell 6 Project Construction Documents

- 2.1 ENGINEER will provide the following Construction Documents:
 - 2.1.1 Cell 6 construction plans and specifications that comply with terms and conditions of the MDNR/SWMP Operating Permit #101908, NPDES Operating Permit MO-0112640 and Air Permit # 019-0091-0001. Construction contract documents will be prepared in sufficient detail to enable competitive public bidding. Construction contract documents will address logistical factors involved in transitioning with existing landfill systems and operations.
 - 2.1.2 Construction plans for new access road along Cell 1.
 - 2.1.3 Construction plans for the extension of landfill gas collection lines to connect Cell 6 Cleanouts.
 - 2.1.4 Construction plans for the installation of a flap on Cell 4 and/or Cell 5 for future turf connection.
 - 2.1.5 Bid Form, General Project Requirements, and Technical Specifications for inclusion in the Project Manual.

- 2.2 Design Review: ENGINEER will Conduct design review meetings at 30%, 60% and 95% stages of drawing completion.
- 2.3 Quantity & Cost Analysis:
 - 2.3.1 Provide opinion of probable construction cost at the 30% and 95% design completion stages Estimate will include quantities of overburden and rock removal within the project area.
 - 2.3.2 In addition, ENGINEER will address logistical factors involved with the stockpiling of spoils, drainage media and liner grade material. Review rock profile information in the available soil analyses reports.

3.0 Borrow Soil Subsurface Investigation

- 3.1 ENGINEER will conduct a review of existing subsurface information and prepare soil liner material borrow investigation work plan. ENGINEER will conduct soil liner material borrow field investigation (see Assumptions).
- 3.2 ENGINEER will Evaluate historical soil placement ranges and prepare soil placement range for Cell 6 based on borrow investigation. ENGINEER will prepare quantity estimates for suitable soil liner material identified in the soil borrow investigation. The existing top of rock surface will be reviewed and updated based on new subsurface information collected in the Cell 6 area.
- 3.3 ENGINEER will utilize information gathered during the borrow soil subsurface investigation to develop the compacted soil liner specifications delivered under Task 2.

4.0 Construction Administration

- 4.1. ENGINEER will provide assistance with competitive bidding process, including issuing responses to questions, issuing addenda during bidding, pre-bid conference, bid evaluation, and assisting with general contractor selection.
- 4.2. ENGINEER will provide assistance with the initiation of Cell 6 construction phase including conducting a pre-construction conference and assist with preparing a notice to proceed.
- 4.3. Project Construction Quality Assurance/Quality Control:
 - 4.3.1 Provide a resident project representative during critical construction stages.
 - 4.3.2 Provide construction quality assurance/quality control (CQA/QC) monitoring for Cell 6 during construction. Provide full time on-site inspections during composite liner installation. Resident project representative will be present full time during soil liner and geosynthetics phases of construction (see assumptions).
 - 4.3.3 Provide geotechnical services, analysis and testing for disposal cell CQA/QC monitoring including soil, synthetic, and drainage materials testing.

5.0 Project Submittal Reviews and Project Close Out

5.1. Submittal Review:

- 5.1.1 Provide review of Contractor submittals and address Contractor's Requests for Information (RFIs).
- 5.1.2 Process change order requests, including cost estimates and change order recommendations to CITY. Services will also include reviewing and processing payment requests and conducting periodic project meeting to assure schedule compliance (see assumptions).
- 5.1.3 Review shop drawings and provide recommendations concerning approval to the CITY.
- 5.1.4 Determine substantial completion of work and prepare for the CITY a list of incomplete or unsatisfactory items and schedule for their completion.
- 5.1.5 Determine final completion and provide written notice to the CITY that the work is ready for final inspection. Transmit to the CITY from construction contractor required guarantees, affidavits, releases, bonds, and waivers. Provide all logs and records to the CITY.

6.0 Construction Quality Assurance Report and Record Documents

- 6.1. Provide construction quality assurance report for Cell 6. Construction quality assurance report shall be prepared under the responsible charge of an Engineer registered in State of Missouri.
- 6.2. Provide Operation and Maintenance Manuals for installed systems and equipment.
- 6.3 Prepare and submit to the CITY conforming to construction records drawings and documents for the completed project.

7.0 Leachate Pretreatment Alternatives Study

- 7.1 ENGINEER's key personnel for the leachate treatment study and design will meet with CITY key personnel as part of the Task 1.0 kick-off meeting. This meeting will include reviewing the scope of work and schedule, setting points of contact, and review of available leachate flow and water quality data. ENGINEER will provide minutes of the meeting.
- 7.2 ENGINEER will provide leachate pretreatment alternatives evaluation to the CITY with order-of-magnitude cost estimates and recommendations included. ENGINEER will review four (4) options: aerated lagoons with or without heating and a sequencing batch reactor (SBR) with or without heating to determine process feasibility and order-of-magnitude cost estimates. Each alternative will include a general arrangement drawing and equipment list. These options will be

presented to the CITY at a meeting at CITY facilities. The goal of this meeting will be the selection by the CITY of the option to carry forward into design.

7.3 ENGINEER will document the results of Tasks 7.1 and 7.2 in a technical memorandum. This memorandum will be submitted to the CITY for one round of comments. ENGINEER will participate in a conference call to review the technical memorandum. The memorandum will then be finalized based on mutually agreed upon modifications to the memorandum.

8.0 Leachate Pretreatment Detailed Design for Selected Option

8.1 ENGINEER will prepare a process design basis memorandum that will include process design calculations, equipment sizing and a general arrangement drawing.

8.2 ENGINEER will provide design phase services associated with the selected option. Work will include process, mechanical, civil, structural, and electrical engineering. The CITY will retain contractors for surveying or other services outside the ENGINEER'S scope.

8.3 ENGINEER will provide the following deliverables to the CITY:

8.3.1 Process: Process Design Calculations, Estimated Cell leachate generation Rate (water balance) and estimated leachate quality.

8.3.2 Mechanical: General Arrangement Drawing, Plot plan, Equipment Datasheets, recommended equipment brand and model number, Equipment quotes, piping plan, and mechanical detail drawing(s).

8.3.3 Civil/Structural: Piping structural support drawings, standard pipe support details, equipment pad drawings

8.3.4 Electrical: One line electrical power distribution drawing, electrical power plan, control narrative (if necessary), utilities list with estimated demand

8.3.5 ENGINEER will issue clarifications in response to RFIs on behalf of the CITY during procurement and construction. An allocation of 20 hours has been provided for answering questions.

9.0 Leachate Pretreatment Operations & Maintenance Plan

9.1 ENGINEER will prepare an Operations & Maintenance plan for CITY review.

9.1 ENGINEER will revise O&M plan based on CITY comments.

9.2 ENGINEER will provide a final O&M plan to CITY.

10.0 Compensation

For Cell 6 and leachate treatment design services, CITY shall compensate ENGINEER for completion of the services described herein on a time and material basis in the amount not to exceed Four Hundred Twenty Six Thousand Six Hundred Sixty Five Dollars and No Cents (\$426,665.00). ENGINEER will not conduct any work on the Leachate Pretreatment Detailed Design (Task 8.0) and the Leachate Pretreatment O&M Manual (Task 9.0) unless specifically authorized in writing by CITY.

Engineer will track fees in the following categories:

Cell 6 Design and Construction Phase Services (Tasks 1.0-6.0):	\$352,155
Leachate Treatment Alternatives Study (Task 7.0):	\$45,264
Leachate Pretreatment Design and O&M Manual (Task 8.0 -9.0)	\$29,246
Total:	\$426,665

Assumptions:

ENGINEER has made the following assumptions related the Scope of Work:

1. Project kick-off meeting will be held via WebEx or other similar web based tool.
2. The Scope of Work may be revised and mutually agreed upon between the CITY and ENGINEER in the future.
3. ENGINEER has assumed Boutwell testing on a test pad will not be required by the Missouri Department of Natural Resources. ENGINEER has assumed soils targeted for a borrow investigation will exhibit soil properties very similar to historically characterized borrow soils.
4. ENGINEER will subcontract the drilling, nuclear gauge testing and soils laboratory testing services required the borrow soil investigation and during compacted soil liner construction. The direct cost for the drilling, nuclear gauge testing and laboratory testing program is estimated to be \$32,518 (\$4,000 + \$9,818 + \$18,700). If actual drilling, nuclear gauge testing and laboratory testing program exceed the estimate, Engineer's fee will increase. The following assumptions apply to the drilling, nuclear gauge testing, and soils laboratory testing program:
 - a. Five geotechnical borings to 25 feet below ground surface
 - b. 2 existing placement ranges will be reviewed and confirmed with new soil samples from borrow areas
 - c. 22 remolded permeability tests
 - d. 6 Proctor tests

- e. Field work for the drilling and associated geotechnical borings will be completed in two days
 - f. City will excavate test pits if necessary
 - g. 126 hours of nuclear gauge testing
5. ENGINEER has assumed specific construction time durations, which affect ENGINEER'S fee. The following durations are assumed:
- a. 40 work days total for compacted clay liner, geosynthetics, and protective layer construction
 - b. 85 work days total from the construction notice to proceed to construction substantial completion
6. ENGINEER has assumed that continuous visual observation by a geotechnical engineer in the borrow area will not be required.
7. If actual construction duration exceeds the estimated duration, ENGINEER'S fee may increase. ENGINEER shall work closely with CITY to manage both duration and fee.
8. ENGINEER has assumed a total of 24 construction drawings for Cell 6 and 2 drawings for the access road. ENGINEER has assumed a total of 6 drawings for the leachate treatment
9. ENGINEER has assumed a total of 3 progress meetings during construction plan development.

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office*	5	\$61.00
Technician*	6	\$74.00
Assistant*	7	\$84.00
	8	\$116.00
	9	\$135.00
Staff*	10	\$151.00
	11	\$164.00
Senior	12	\$182.00
	13	\$201.00
Associate	14	\$210.00
	15	\$222.00
	16	\$227.00
	17	\$231.00

Notes

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
4. A technology charge of \$9.95 per labor hour will be billed for normal computer usage, computer aided drafting (CAD) long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency personnel shall be billed to Owner according to the rate sheet as if such contract/agency personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2016, and are subject to revision thereafter.